

**TERMS AND CONDITIONS FOR REPAIRING/REPAINTING & RE-UPHOLSTERY OF FURNITURE.**

**1.0 SCOPE:**

- 1.1 The Rate Contract is for attending services and supply of materials incidental to these services as per Annexure-I and Annexure-II as and when required by Purchaser {Space Applications Centre (SAC), Ahmedabad}.
- 1.2 Repairing and Repainting work shall be executed at any of the campuses (SAC, Technical campus Bopal, New Bopal, Vikramnagar Dispensary and CMG office, Antarix Nagar Dispensary, Vastrapur Dispensary and CMG office in Ahmedabad) within 21 days (if Spare parts required) and within 7 days (If only service required) after work assigned by Stores. In case of delay penalty clause No.8 will be invoked.
- 1.3 All necessary tools and instruments for repair work shall be brought by the service provider itself.
- 1.4 The spare parts supplied should be genuine and original and should have OEM warranty of minimum 6 months from the date of installation.
- 1.5 The defective parts removed should be handed over to Central Stores, SAC.
- 1.6 Technician deployed by contractor for furniture repair should submit work status report to Stores by 17.00 hrs on the day on which repair work is attended by them.
- 1.7 In the event of damages to any property at purchaser's (SAC) premises due to negligence of contractor's personnel, the responsibility for such damages including risk and cost shall solely rest with the contractor. The purchaser will not be responsible for injury/loss of life of contractor's personnel at site deployed for carrying out the services, due to natural calamities/accidents etc.

**2.0 GENERAL TERMS :**

- 2.1 Warranty: All services and materials shall be covered under a minimum warranty period of minimum 6 months from date of acceptance. If for any services/materials, longer warranty is available from OEM, same shall be applicable. Due to malfunctioning of the replaced Spares or poor workmanship furniture to be refurbished again at no additional cost.
- 2.2 The contractor shall submit Consolidated Security Deposit cum Performance Bank Guarantee for an amount of Rs.3,00,000/- in the format enclosed from any of scheduled banks executed on non-judicial stamp paper worth Rs. 100/- and valid for a period of 60(sixty)days beyond the date of completion of the Rate Contract. In case the contractor fails to furnish the security deposit and Performance Bank Guarantee within 15 (Fifteen) days from the award of Rate Contract, the Rate Contract shall be cancelled.
- 2.3 The Security shall be returned on successful completion of the contract, without any interest, However, in case of any breach/default by the contractor, Purchaser will invoke/forfeit the security.

**3.0 QUALIFICATION CRITERIA:**

- 3.1 Work Experience- Bidders must have executed one similar rate contract of at least 12 months period over the last 3 Financial Years ending with 31/03/2026. Purchase/ Work Order copy with Schedule of Rates/ Scope of Works and Satisfactory Completion certificate by client to be submitted along with the Bid.

**3.2** Turn Over- Bidder must have turnover of Rs. 25 Lakh in any of the last three financial year ending with 31/03/2026. ITR or CA certified financial statement shall be submitted as a document proof.

**3.3** The Bidder must be based out at Ahmedabad and should have registered office in Ahmedabad. GST Certificate or Udyam registration certificate as a proof of registered office in Ahmedabad shall be submitted.

#### **4.0 PERIOD OF CONTRACT**

**4.1** Period of contract will be two years. However, centre reserve the right to extend the contract for one more year at the same rate, terms & conditions on mutual agreement based on satisfactory performance during the tenure and/or terminate the contract at any time by giving one month's notice.

**4.2** Repair works shall be carried out by qualified technicians during work days (Monday to Friday) from 0900 to 1700hrs and should be performed in our premises only.

#### **5.0 FALL CLAUSE:**

**5.1** The Charges and prices mentioned in this contract shall in no event exceed the lowest charges at which the contractor provides these services and materials to any other party during the period of contract. If at any time, during the said period, contractor reduces such charges to any other customer, it shall be forthwith notified to us and the charges payable under the contract for these services and materials supplied after the date of coming into force of such reduction of charges shall stand correspondingly reduced.

#### **6.0 RISK PURCHASE CLAUSE:**

In case after the award of the contract, contractor fails to undertake the work/supply the spares, Purchaser (SAC) shall get the work done through other Agencies at the contractor's risk, cost and responsibilities.

#### **7.0 PAYMENT:**

**7.1** The Service provider shall raise Bills for the spares/services separately done on monthly basis on completion of work. Each month Bills shall be in the name of Accounts Officer, Space Applications Centre, Ahmedabad certified for payment by Purchase & Stores Officer, Packing & Dispatch Cell, Central Stores, SAC along with satisfactory work completion report and approval by competent authority.

**7.2** INCOME TAX (IT): IT at the prevailing rate and as applicable from time to time shall be deducted from the supplier's bills as per Income Tax Act.

#### **8.0 PENALTY CLAUSE:**

If the contractor fails to provide service at specified time and date or violates any of the terms and conditions of this **contract an amount equivalent to 0.5% of repairing work value for each repairing request for each week of delay will be deducted as Liquidated Damage (LD)** from the monthly bill (maximum 10 % of work order value of each delayed case). Any recurrence of violations, for more than three times a month, SAC reserves the right to terminate the contract without any notice and liability.

#### **9.0 SECURITY AND ENTRY PASS**

**9.1** The workers engaged should strictly follow the security instructions of the Centre. They are not permitted to use any of the electronic gadgets inside the Centre.

9.2 Based on the request provided by the Service provider and with the valid Identity Proofs Entry Pass will be issued to the service personnel from SAC.

**10.0 TERMINATION OR SHORT CLOSING OF CONTRACT**

10.1 If the Service Provider repeatedly violates the terms and conditions of the contract or fails to provide services required despite SAC having served them notices, the contract shall be liable to be terminated and security so deposited shall be forfeited.

10.2 SAC reserves the right to terminate the contract without assigning any reasons by giving a prior notice of 30 days.

**11.0 FORCE MAJEURE**

Neither party shall bear responsibility for the complete or partial non-performance of any of his obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present Purchase Order/Contract) if the non-performance results from such force majeure circumstances such as, but not restricted to, flood, fire, earthquake, civil commotion, sabotage, explosion, epidemic, quarantine restriction, strike, lock-out, freight embargo, acts of the Government either in its sovereign or Contractual capacity, hostility, acts of public enemy and other acts of God as well as war or revolution, military operation, blockade, acts or actions of State authorities or any other circumstance beyond the control of the parties that have arisen after the conclusion of the present Purchase Order/Contract

**12. CONTACT PERSON:**

The services and materials shall be supplied by the contractor as per the instructions of Purchase and Stores Officer / Sr. Purchase and Stores Officer, Central Stores, SAC, Ahmedabad, Contact Nos. 079-2691 3095/3089/3092.

**13. EVALUATION CRITERIA**

13.1 Total value wise evaluation- Sum total of estimated quantity of all items multiplied by its unit rate will be considered for evaluation.

13.2 Bidder should submit his quote for all items mentioned in Price Bid Format. If bidder submit partial bid, then his bid will be summarily rejected.

**14. JURISDICTION:**

The courts within Ahmedabad will have the jurisdiction to deal with and deciding any matter arising out of the contract.

**15. MEDIATION**

All Disputes arising in this contract will be amicably settled through mediation as per Mediation ACT 2023 and amendment thereof.

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**Annexure-II****COMPLIANCE MATRIX**

<b>S. No.</b>	<b>Qualification criteria</b>	<b>Yes/No</b>
1	Work Experience- Bidders must have executed one similar rate contract of at least 12-month period over the last 3 Financial Years ending with 31/03/2026. Purchase/ Work Order copy with Schedule of Rates/ Scope of Works and Satisfactory Completion certificate by client to be submitted along with the Bid.	
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Seal &amp; Signature of Vendor